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Certificate No.	:	IN-KA33050930036253N
Certificate Issued Date	:	24-Mar-2015 03:47 PM
Account Reference	:	NONACC (FI)/ kaksfcl08/ KODIGEHALLI/ KA-BA
Unique Doc. Reference	:	SUBIN-KAKAKSFCL0816381643348629N
Purchased by	:	SAMBASHIVA
Description of Document	:	Article 12 Bond
Description	:	TENDER AGREEMENT
Consideration Price (Rs.)	:	0 (Zero)
First Party	:	SAMBASHIVA
Second Party	:	BBMP
Stamp Duty Paid By	:	SAMBASHIVA
Stamp Duty Amount(Rs.)	:	100 (One Hundred only)

For The Pavagada Souharda Multipurpose Co-Operative Ltd

Authorised Signatory

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AGREEMENT

Agreement No. 359 **/14-15**

This agreement made on this 24th day of March 2015 Between the Executive Engineer, Byatarayanapura Division, Yalahanka Zone, Bellary Road, Byatarayanapura, Bangalore – 92, on behalf of the Commissioner, Bruhat Bangalore Mahanagara Palike, Bangalore. (hereinafter called "the Employer") of the one part and **Sri. SAMBA SHIVA, Contractor, #04, 2nd floor, 3rd main, chamundeshwari layout, Vidyaranyapura, Bangalore-97** (hereinafter called "the Contractor") of the other part.

Statutory Alert:
1. The authenticity of this Stamp Certificate should be verified at "www.shcilestamp.com". Any discrepancy in the details on this Certificate and as available on the website renders it invalid.
2. The onus of checking the legitimacy is on the users of the certificate.
3. In case of any discrepancy please inform the Competent Authority.

Where as the Employer is desirous that the Contractor to execute the work of **Improvements of Roads and Drains in Amruthanagara 'B' Sector Main roads in ward no.07, Byatarayanapura, Kodigehalli sub division** for WORK CODE: 007-14-000057 Indent No.**14669** of Tender Notification No. EE/BTP/BBMP/E-PMT/09/2014-15 Dated: 23.01.2015 The above work was Administratively Approved by the Addl. Commissioner vide No.EE/BTP/TS/737/14-15 Dated: 23.12.2013 & Technically Sanctioned by the Executive Engineer vide No.EE/BTP/TS/244/14-15 Dated: 26.12.2013 (Hereinafter called "the Works") and the Employer has accepted the tender of the Contractor for the execution and completion of such works and the remedfying of any defects therein at a contract price **Rs. 4946723.76 (Rupees Forty Nine Lakhs Forty Six Thousand Seven Hundred Twenty Three and paise Seventy Six only)** Which works out S.R.Rate the Tender cost.

NOW THIS AGREEMENT WITNESSETH AS FOLLOWS:

1. In this Agreement, words and expression shall have the same meanings as are respectively assigned to them in the Conditions of Contract hereinafter referred to and they shall be deemed to form and be read and construed as part of this Agreement.
2. In consideration of the payments to be made by the Employer to the Contractor as hereinafter mentioned, the Contractor here by covenants with the Employer to execute and complete the works and remedy any defects therein in conformity in all aspects with the provisions of the Contract.
3. The Employer hereby covenants to pay the Contractor in consideration of the execution and completion of the works and the remedying the defects wherein the Contract Price or such other sum as may become payable under the provisions of the Contract at the times and in the manner prescribed by the Contract.
4. The Work shall be commenced with all Men and Machinery within 7 days from the Date of Work Order, failing which it would be presumed that the Successful Tenderer is not interested in the Work and Action will be taken to get the Work executed through Alternate Agency at the risk and cost of the Former Tenderer.
5. The EMD and SD amount will be returned after successful completion of ONE year.
6. The Income Tax at the rate of 1%, KST at 4% and Cess at 1% will be Deducted and certificate will be issued in favour of the Contractor from every running bill / final bills of the contractor
7. Sub-Letting of work is prohibited.
8. The defect liability period for Civil works & Asphalt works upto 20mm thick maintenance period is one year & more than 20mm thick maintenance period is two year from the date of final bill. The E.M.D and S.D. will be refunded only after the defect liability period.
9. Frequency of the quality test of all the materials and other tests have to be conducted by the contractor as per MORT&H (IV th Revision) I.R.C. guidelines and other relevant Indian standards in his laboratory or any other laboratory assigned by BBMP on his own cost in presence of Engineer / consultants appointed by BBMP
10. Works costing more than Rs.10 Lakhs are subject to third party test and the cost of the same shall be borne by the contractor.
11. For Asphalting works i.e., BM and BC those who own their hot mix plant 40-60 TPH & mechanical paver only shall apply.
    Further Details of the Work can be obtained from the Office of the Executive Engineer Byatarayanpura Division, BBMP office, Byatarayanpura Bangalore –92
12. The following documents shall be deemed to form and be read and Construed as part of this Agreement, viz.:
    - i) Letter of Acceptance;
    - ii) Notice to proceed with the works;
    - iii) Contractor's Tender as per e-proc Portal.
    - iv) Contract Data as per e-proc Portal.;
    - v) Conditions of contract (including Special Conditions of Contract);
    - vi) Specifications;
    - vii) Drawings;
    - viii) Bill of quantities; and
    - ix) Any other document listed in the Contract Data as forming part of the contract.

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Certificate No.	:	**IN-KA33049222619303N**
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For The Pavagada Souharda Multipurpose Co-Operative Ltd

Ramesh

Authorised Signatory

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3. In case of any discrepancy please inform the Competent Authority.

In witness where of the parties there to have caused this Agreement to be executed the day and year first before written.

The Common Seal of
was hereunto affixed in the presence of : 1) _____

2) _____

Signed, Sealed and Delivered by the said Executive Engineer, Byatarayanapura Division, Yalahanka Zone, Bruhat Bangalore Mahanagara Palike.

Binding Signature of Contractor _____

In the presence of :

Binding Signature of Employer:

Executive Engineer
Byatarayanapura Division,
B,B,M,P. Bangalore –92.